

## AGREEMENT

This First Amendment to the Agreement, for accessibility enhancement construction services at the Leroy Collins Library dated January 11, 2005, is entered into this \_\_\_\_\_ the day of \_\_\_\_\_, 2005, by and between Leon County, Florida, a Charter County and a political subdivision of the State of Florida, hereinafter "County," and Baycrest Corporation, hereinafter referred to as the "Contractor."

## WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated January 11, 2005, between County and Contractor, which is amended as follows:
  - a. Section 4, Contract Sum, shall be removed in its entirety and replaced with the following:
    - i. The Contractor agrees that for the performance of the services as outlined above and for the services outlined and described in Section 4.i.2., herein, it shall be remunerated by the County a total sum of Seven Hundred Sixty-Four Thousand, Three Hundred Thirty-Nine Dollars (\$764,339) on completion of the work and acceptance of it as satisfactory.
      1. Contract sum for the contract award to Baycrest Construction under the Agreement dated January 11, 2005 totaled Four Hundred Sixty-Three Thousand, Four Hundred Thirty-Six Dollars (\$463,436).
      2. All costs directly or indirectly incurred by the Contractor in its performance of work in accordance with the Change Orders outlined as follows:
        - a. Change Order #1-- Modifications to Sink -- Three Hundred, Forty-One Dollars (\$341);
        - b. Change Order #2-- For Initial Uncovering of Three Steel Columns for Access -- Two Thousand Eight Hundred, Twenty-Nine Dollars (\$2,829);
        - c. Change Order #3 -- Deletion of sump pump -- Credit of One Thousand, Two Hundred Sixty-Five dollars ( - \$1,265); and
        - d. Change Order #4 -- Request for additional steel column access and repairs - Two Hundred Ninety-Eight Thousand, Nine Hundred Ninety Eight Dollars (\$298,998).
  - b. Section 3, Time and Liquidated Damages, shall be removed in its entirety and replaced with the following:

The work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Agreement shall be completed within 300 consecutive calendar days of the Notice to Proceed. If the work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay the County, not as a penalty, but as liquidated damages, the sum of \$500.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the Agreement.
2. All other provisions of the January 11, 2005 Agreement not in conflict with the provisions started herein shall remain in full force and effect.

3. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

**Design-Build Firm**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

President

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

**(CORPORATE SEAL)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

XXXXXXXXXXXX

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney